

COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COMMISSIONER OF PROBATION  
REQUEST FOR PROPOSALS (RFP)

**ASSESSMENT SERVICES**

SUMMARY SHEET

**Purchasing Entity:**

The Office of the Commissioner of Probation (MPS)

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**RFP File Name/Title:**

ORAS Validation  
Services

**RFP Manager:**

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**RFP Summary:**

Effective May 1, 2013 the Massachusetts Probation Service (MPS) implemented the use of the Ohio Risk Assessment System–Community Supervision Screening Tool (ORAS-CSST) and Ohio Risk Assessment System–Community Supervision Tool (ORAS-CST) and now seeks to validate, norm and redesign, if necessary, the risk assessment tools. The predictive validity of both instruments will need to be provided for males and females of the Massachusetts probation population as well as normed cutoff scores for the instruments and normed cutoff scores for each of the assessment domains contained in the ORAS-CST. After analysis, necessary changes to the instrument, including but not limited to the addition or elimination of assessment questions and/or domains, will be made. Additionally, the MPS also seeks recommendations regarding supervision standards specifically regarding current offense-based override practices.

**Official Publication Solicitation and Related Documents:**

COMMBUYS (<https://www.commbuys.com/bsa>) is the Commonwealth's sole online procurement record site. All clarifications, notations, addenda or other documents or information related to this solicitation are officially published through the COMMBUYS website. Hardcopy communications from the MPS to any vendor are provided as a courtesy. Vendors should access the COMMBUYS website frequently for official communications related to this solicitation for the MPS.

**\*\*\*BID SUBMISSION DEADLINE\*\*\***

November 13, 2015

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COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COMMISSIONER OF PROBATION

**REQUEST FOR PROPOSALS (RFP)**  
**ASSESSMENT SERVICES**

Published: October 19, 2015

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**Section 1.0 – General Summary**

In issuing this Request for Proposals (“RFP”), Massachusetts Probation Service (“MPS”) seeks proposals from qualified vendors who can validate, norm and re-design, if necessary, the Ohio Risk Assessment System (“ORAS”) Community Supervision Screening Tool (“CSST”) and the Ohio Risk Assessment System (“ORAS”) Community Supervision Tool (“CST”).

**Section 1.1 – Procuring Entity**

a.) This RFP is issued by the MPS (Massachusetts Probation Service), which is under the superintendence of the Executive Office of the Trial Court, the central administrative office for the Trial Court Department of the Judicial Branch of the Commonwealth of Massachusetts.

b.) This RFP is issued under laws, rules, procedures and practices applicable to the Judicial Branch of the Commonwealth of Massachusetts. The Judicial Branch is not subject to 801 CMR 21.00 et seq., which governs the procurement process of the Executive Branch of the Massachusetts state government. Vendors responding to this RFP should not assume that Judicial Branch procurement practices correspond directly to the procurement practices of other branches, agencies, departments, or divisions of the Commonwealth of Massachusetts. Additional terms and conditions may be introduced at the vendor selection and contract negotiation phases of this procurement process.

c.) The Judicial Branch of the Commonwealth of Massachusetts is comprised of three separate court systems – the Supreme Judicial Court, the Appeals Court, and the Trial Court. The Supreme Judicial Court is the Commonwealth’s highest appellate court and is responsible for the general superintendence of the judiciary and of the bar, makes or approves rules for the operation of all the courts and, in certain instances, provides advisory opinions, upon request, to the Governor and Legislature on various legal issues.

d.) The Massachusetts Trial Court was consolidated into a statewide court system by Chapter 478 of the Acts of 1978. The Massachusetts Trial Court is now comprised of the central administrative office (consisting of the Executive Office of the Trial Court (“OCM”) and the Office of the Chief Justice of the Trial Court (“OCJTC”), seven departments (Boston Municipal Court, District Courts, Probate and Family Court, Juvenile Court, Housing Court, Land Court and Superior Court), the Office of the Jury Commissioner, and the Massachusetts Probation Service.

e.) The 1978 statute created a central administrative office managed by a Chief Administrative Justice (now titled the Chief Justice of the Trial (“CJTC”), who was also

responsible for the overall management of the Trial Court. The statute charged the central office, now known as the OCM, with developing a wide range of centralized functions and standards for the benefit of the entire Trial Court. These include the development of a budget for the Trial Court, central accounting and procurement systems, and personnel policies, procedures and standards for judges and staff who were formally employed by counties and other governmental entities. Over time, the Trial Court became responsible for the management of its facilities, security, libraries, automation and many other matters.

f.) Recent court reorganization legislation (Chapter 93 of the Acts of 2011) created the position of a Court Administrator (“CA”) who, in conjunction with the renamed position of CJTC, shares management duties. The CA is primarily responsible for court administration and the CJTC is primarily responsible for judicial administration. Together, the CA and CJTC manage and administer the Trial Court of Massachusetts and also have direct supervisory authority over the Office of the Commissioner of Probation and the Office of the Jury Commissioner. The CA is also the statutory employer of the approximately 6,400 employees of the Trial Court who work in over 100 locations across Massachusetts.

e.) The Massachusetts Probation Service is at the center in the delivery of justice through investigations, community supervision of offenders/litigants, diversion of appropriate offenders from institutional sentences, mediations, service to victims, and the performance of other appropriate community service functions. The mission of the Massachusetts Probation Service is to promote the prevention and reduction of crime and delinquency in the Commonwealth by enhancing public safety and victim restoration through a commitment to individualized community supervision and support to individuals placed on probation as an alternative to incarceration.

## **Section 1.2 – Purpose and Scope**

a.) The MPS selected a new risk/need assessment tool in order to provide probation officers with an evidence based tool to determine appropriate levels of supervision. In addition to the use of the risk/need assessment tool, our assessment process includes the use of separate mental health and substance abuse screeners. Following implementation of new assessment tools and supervision standards, MPS has been electronically collecting and storing ORAS-CSST/CST scores for probationers within the jurisdiction of the District, Superior and Boston Municipal Court Departments. The MPS now seeks to validate, norm and re-design, if necessary, the risk assessment tools and cut-off scores for levels of supervision. Additionally, the MPS seeks examination of individual factors and relevant scores of the assessments as an aid in future decision making. The analysis should be conducted on the entire sample and also relevant subsamples. The predictive validity of both instruments will need to be provided for males and females of the Massachusetts probation population as well as normed cutoff scores for the instruments and normed cutoff scores for each of the assessment domains contained in the ORAS-CST. After analysis, necessary changes to the instrument, including but not limited to the addition or elimination of assessment questions and/or domains, will be made. The MPS also seeks recommendations regarding supervision standards, specifically current offense-based override practices.

## **Section 2.0 – Acquisition Method**

a.) The products and services to be rendered as a result of the RFP will be obtained under a service contract that provides for both specific deliverables and services to be provided during the term of the contract.

## **Section 3.0 – Single or Multiple Contracts**

a.) The MPS intends to award a contract to a single vendor who will provide the specific deliverables and services detailed in this RFP. Due to possible changes in the MPS's needs, the availability of bidders and other factors, the MPS reserves the right to award contracts to multiple vendors under this solicitation.

## **Section 4.0 – Use of this Procurement by a Single Department Procurement/Multiple Department Users**

a.) This procurement is intended for the exclusive use of the MPS regarding Risk Need Assessment Tools.

## **Section 5.0 – Anticipated Duration of the Contract (Including Renewal Options)**

a.) **Initial Term**. The total anticipated duration of the contract is for one (1) year. The duration of the resulting contract is subject to available funding for each year of the contract.

b.) **Renewal Options** The contract will also have four (4) additional optional contract renewal periods of up to one (1) year each. The optional renewal periods will be activated and exercised at the sole discretion of the MPS. Any optional contract renewal periods shall be activated by written correspondence sent by the MPS to the contracted vendor, informing the vendor that the MPS is exercising the option to renew the contract for the time frame stated in the correspondence. As part of any possible renewal, the vendor agrees to complete and execute any additional documents necessary for the renewed agreement.

c.) **Total Maximum Contract Duration** The total maximum contract duration for this project, inclusive of possible renewal options, is five (5) years.

## **Section 6.0 – Anticipated Contract Compensation**

a.) **Initial Term Compensation** Vendor Pricing Proposals must contain completed pricing for the initial contract term of one (1) year. Pricing is all-inclusive and the project must be completed and delivered to the MPS within 90 days of the contract award.

b.) **Renewal Options Compensation** If necessary, the MPS reserves the right to negotiate similar assessment related services with the vendor after the 90 day date for the remainder of the five (5) year period.

## **Section 7.0 – Proposal Specifications**

### **Section 7.1 – RISK ASSESSMENT VALIDATION SERVICES**

#### **Section 7.1.1 – Description of Project**

a.) The **Scope of Services** included as Appendix A, details the specifications for any products or services to be provided by a vendor pursuant to this solicitation.

### **Section 7.2 – PROCUREMENT PROCESS**

#### **Section 7.2.1 – Procurement Timetable.\***

The following schedule of events for this RFP identifies the key events and deadlines for this process, some of which are set forth in more detail in the sections that follow:

<u>DATE</u>	<u>EVENT</u>
October 19, 2015	Request for Proposals (RFP) Issued
October 30, 2015	Deadline for Submission of Vendor Questions
November 6, 2015	MPS Response Date to Vendor Questions (Estimated)
November 13, 2015	<b>Proposal Due Date Bid Submission Deadline</b>
November 20, 2015	Vendor Selection Date (estimated)

\*The MPS reserves the right to amend or delay any of the dates or times reflected above, as well as any other timeframes or deadlines referenced throughout this solicitation, if such a change is in the best interests of the MPS.

#### **Section 7.2.2 – Correspondence**

All correspondence, including Vendor Inquiries and Vendor Proposals related to this RFP should be submitted through the Bid Q&A Tool on COMMBUYS (See Section 7.2.5)

### **Section 7.2.3 – Vendor Questions**

a.) Vendors may submit questions concerning the RFP to the Bid Q&A Tool on COMMBUYS no later than the dates and times specified in the Procurement Timetable (Section 7.2.1). Vendors are advised the MPS (1) restricts submission of questions to the Bid Q&A tool and (2) requires all responses to be submitted using the online submission tools available to active COMMBUYS account holders only. No telephone or in-person inquiries will be accepted.

b.) The MPS will review and consolidate vendor questions received by the deadline for submission, and will provide answers for those questions deemed appropriate. Submission of questions does not guarantee a response to that question. The MPS reserves the right to provide consolidated responses to similar questions. Only properly submitted inquiries (submitted by the deadline on COMMBUYS) will be addressed. The Answers to Vendor Questions will be made available electronically via COMMBUYS (Commonwealth Procurement and Solicitation System – <http://www.commbuys.com>) to all vendors.

c.) Vendor Inquiries on any portion of the RFP should not include proposed or actual cost data. The inclusion of any proposed or actual costs in any inquiry may result in the vendor's disqualification.

### **Section 7.2.4 – Restrictions on Contract with Court Personnel**

a.) From the issuance of this RFP until a contract resulting from this RFP is executed by the selected vendor, any contact regarding the RFP (other than as permitted in this RFP) with personnel employed by or contracted to the Trial Court is prohibited. During this time period, no vendors shall approach any Trial Court personnel or contractor concerning this bidding and contracting process or their proposal.

b.) Vendors currently under contract with the MPS, or that are otherwise already providing goods or services to the Trial Court for other projects, shall not make any contract with the Trial Court/MPS regarding this RFP as part of any communications related to their pre-existing obligation. Any attempts at communication regarding the current RFP process will be considered a failure on the vendor's part to conform to the provisions of this RFP and may result in the vendor's disqualifications.

c.) Violation of these conditions will be considered as sufficient cause to reject a vendor's proposal and/or selection irrespective of any other considerations.

d.) A copy of the No Contact Policy is included in the Mandatory RFP Documents Appendix (Appendix B) and must be signed by the vendor and included in the vendor's Technical Proposal.

e.) Should the need arise, the MPS may contact vendors for clarification pertaining to the particular vendor's proposal at any time during the solicitation process.



### **Section 7.2.5 – COMMBUYS**

a.) The Commonwealth’s sole online procurement record site is “COMMBUYS” at <http://www.commbuys.com>. **All communication**, clarification, notifications, addenda or other documents or information related to this solicitation are **made through the COMMBUYS** website.

b.) The MPS, as a courtesy, may notify vendors directly of any clarifications, notifications, addenda or other documents or information related to this solicitation; however, the official publication source for any information provided is the COMMBUYS website. For this reason, vendors should access the COMMBUYS website frequently for official communications related to this solicitation from the MPS. Access to the COMMBUYS website is free and vendors need to enroll and register per the instructions on the website: <http://www.commbuys.com>.

### **Section 7.2.6 – Sample Mandatory Contract Documents**

a.) The selected vendor will be required to execute and submit the following documents as part of the resulting contract (samples of which are attached to this RFP in Appendix E – Sample Mandatory Contract Documents):

- i.) Commonwealth of Massachusetts Standard Contract Form (and all related attachments, addenda and exhibits);
- ii.) Electronic Funds Transfer (“EFT”) Sign Up Form;
- iii.) Verification of Taxation Reporting Information (W-9) – Massachusetts Substitute W-9 Form (“W-9”); and
- iv.) Contractor Authorized Signatory Listing (“CASL”) Form.

b.) These Sample Mandatory Contract Documents are provided only for review and reference and are not to be completed or submitted as part of the RFP solicitation process.

### **Section 7.2.7 – Submission of Proposals**

a.) Each response to this RFP **must** consist of two (2) uploads to COMMBUYS:

- i.) Technical Proposal; and
- ii.) Pricing Proposal.

b.) All **responses must be submitted electronically through COMMBUYS**. Detailed instructions on how to submit a bid on COMMBUYS is located in **Appendix F**.

### **Section 7.2.8 – Technical Proposal Submission**

a.) The Technical Proposal must be submitted electronically through COMMBUYS (See Appendix F).

### **Section 7.2.9 – Pricing Proposal Submission**

a.) The Pricing Proposal must be submitted electronically through COMMBUYS (See Appendix F).

### **Section 7.2.10 – Proposal Due Date**

a.) Both the Technical Proposal and the Pricing Proposal must be received by the MPS no later than the date and time indicated in Section 7.2.1.

b.) It is the vendor's responsibility to ensure that its proposal is received before the submission deadline and time specified in Section 7.2.1.

### **Section 7.2.11 – Clarifications and Correction of Proposal**

a.) The Evaluation Committee may request additional information from vendors needed to clarify the vendor's proposal or to facilitate the fair comparison of competing vendor proposals. These requests may be in the form of questions seeking to clarify a technical or pricing proposal item, a request to itemize costs based upon a different cost spreadsheet format, correction of arithmetic errors or a Best and Final Offer (BAFO) for either the Technical or Pricing Proposals..

### **Section 7.2.12 – Mandatory Response Requirements v. Bolded Text**

**Bold face text** is used throughout this RFP for **emphasis only**. Mandatory Proposal Requirements are indicated by the terms “must”, “shall” “is/are required” or “will”, regardless of the highlighting or font style in the RFP.

## **Section 7.3 – Technical Proposal**

### **Section 7.3.1 – General Information**

a.) Responses to this RFP must be prepared and submitted in accordance with requirements outlined in the RFP.

b.) Any proposal submitted with material deviations from the prescribed format, as determined by the MPS, may be considered non-responsive and excluded from further consideration or evaluation at the sole discretion of the MPS.

### **Section 7.3.2 – Technical Proposal Specifications**

a.) **Responsible to Scope of Services** Vendor proposals must address each specification, task or component included herein (See Section 7.1 and Appendix A for the Scope of Services).

b.) **Vendor Alternatives** A vendor may determine that it cannot respond to a technical or business specification as detailed in the RFP, but may believe it can offer

equivalent or superior performance by some other means. In such cases, the vendor should explicitly state that it cannot meet the specifications as presented, propose an alternative, and provide a thorough description of how the proposed alternative would provide equivalent or superior performance of the specification. The Evaluation Committee will be the sole judge of whether a proposed alternative achieves at least an equivalent performance of the technical or business specifications for which the vendor is identifying an alternative.

### **Section 7.3.3 – No Pricing Information in the Technical Proposal**

a.) Pricing information of any kind, regarding the services and/or products proposed, must not be included in any section of the Technical Proposal. Any Technical Proposal containing pricing information may be disqualified. Pricing information must be included only in the vendor's Pricing Proposal.

### **Section 7.3.4 – Technical Proposal Format Outline**

a.) Each Technical Proposal submitted in response to this RFP shall include the following sections, the requirements for which are provided in the following section:

#### **Technical Proposal Format Outline**

Technical Section 1: Technical Proposal Transmittal Letter  
Technical Section 2: Executive Summary  
Technical Section 3: Mandatory Forms (See Appendix B)  
Technical Section 4: Vendor Qualifications  
Technical Section 5: Staff Qualifications  
Technical Section 6: Client References  
Technical Section 7: Response to Vendor Tasks (Appendix A)

### **Section 7.3.5 – Technical Proposal Format**

a.) The Technical Proposal shall detail the vendor's approach to each of the vendor tasks detailed in Appendix A. Vendors must use the section numberings and headlines as outlined below for the format of their responses. In parentheses after each heading below are references to the specific sections in this RFP to which the vendor must respond.

- (1) Technical Proposal Transmittal Letter (7.3.6)
- (2) Executive Summary (7.3.7)
- (3) Mandatory Documents (included in RFP Appendix B) (7.3.8)
  - a.) Commonwealth Terms & Conditions
  - b.) Vendor Acceptance Form
  - c.) No Contact Policy Acknowledgement
- (4) Vendor Qualifications (7.3.9)
- (5) Staff Qualifications (7.3.10)
- (6) Client References (7.3.11)
- (7) Response to Vendor Tasks (7.3.12)

### **Section 7.3.6 – Technical Proposal Transmittal Letter**

a.) The Transmittal Letter is used to communicate the vendor's submission of a proposal in response to the requirements contained in the RFP. The Technical Proposal Transmittal Letter must:

- i.) Be signed by an employee who is authorized to legally bind the vendor to all representations and commitments made in the vendor's response.
- ii.) Identify the name and contact information of the vendor's representative who may be contacted for all contractual matters.
- iii.) Indicate the vendor's acceptance of all terms and conditions in this RFP.
- iv.) Clearly state that the vendor's proposal is valid for one hundred and twenty (120) days after the submission of the proposal or, upon mutual agreement, for a specified, longer period of time.
- v.) Include a complete disclosure of any criminal litigation or regulatory action in which the vendor has been judged guilty by a court of law or been found responsible or liable by an administrative or governmental entity within the last five (5) years related to the subject matter of this RFP. Civil actions resulting in losses, settlements or potential liability in excess of \$250,000 must be included. If none, the vendor must include a statement to that effect.

### **Section 7.3.7 – Executive Summary**

a.) The vendor shall submit an Executive Summary that briefly outlines its Technical Proposal. The Executive Summary shall, at a minimum, include a summary of the proposed products and services to be provided by the submitting vendor as well as any subcontractors.

b.) This section should highlight aspects of the vendor's proposal, which make it superior or unique in addressing the needs of the MPS.

c.) The Executive Summary is intended as an overview document that summarizes the contents of the Technical Proposal. Marketing literature, excessive descriptions and detailed documentation are discouraged. While strict page limits are not mandated, vendors are encouraged to be concise and direct in describing their response.

### **Section 7.3.8 – Mandatory Forms and Disclosures**

a.) The vendor shall attach to its Technical Proposal all mandatory forms and disclosures required by this RFP. Mandatory forms are included in Appendix B.

### **Section 7.3.9 – Vendor Qualifications**

a.) The Vendor Qualifications portion of the proposal must contain the following information:

- i.) vendor's legal name;
- ii.) vendor's state of incorporation, if applicable
- iii.) nature of legal entity of vendor (e.g., Incorporated, D/B/A, L.L.C., etc.);
- iv.) brief background of vendor; and
- v.) vendor's current staffing.

b.) The vendor must also provide documentation of its "good standing" as a legal entity (corporation, partnership, etc.) in the state or jurisdiction where it is registered as a legal entity. For example, in the Commonwealth of Massachusetts, incorporated entities are required to file annual reports with the Secretary of the Commonwealth and pay the appropriate annual fees. Those vendors in compliance with the Secretary of Commonwealth's requirements are considered to be in 'good standing' and may obtain a certificate stating that they are. If vendors are not able to obtain a certificate or document of good standing, the vendor should provide a letter or statement indicating whether or not it is in good standing with whatever regulatory, governmental or administrative entity with which it is registered (and should identify that regulatory, governmental or administrative entity).

c.) The vendor must notify the MPS of, and provide information on, any contracts or other agreements for similar services between the vendor and a client that were terminated before the anticipated end of the scheduled term of the contract or lease during the last five (5) years due to non-compatible/effective deliverables, system deficiencies or client dissatisfaction. The information provided must indicate the name of the client, the product and/or services rendered the timeframe in which the contract or lease was in existence including start date and scheduled term, the premature termination date and the reason for the premature termination. The MPS reserves the right to ask for further materials and information on any responses provided in this section. In the event the vendor and client executed a confidentiality agreement, the vendor is to state such a confidentiality agreement exists and is to provide as much information as is allowable under the confidentiality agreement, including the identity of the client.

d.) The vendor must identify and provide information on any contract, leases or other agreements that the vendor has entered into with any agency or department of the Commonwealth of Massachusetts in the past five (5) years. The information provided must indicate the name of the state agency or department that the vendor contracted with, the dates/timeframe of the contract or lease and the nature of the products and/or services provided.

### **Section 7.3.10 – Staff Qualifications**

a.) Vendors must identify what staff, employees or subcontractors it anticipates utilizing for the services to be rendered by the MPS for this project. Anticipated staff, employees or subcontractors should be identified by:

- i.) job title
- ii.) department
- iii.) years of experience
- iv.) relevant education history; and
- v.) description of the services they are anticipated to provide.

### **Section 7.3.11 – Client References**

a.) The vendor is expected to provide at least three (3) client references that demonstrate experience in delivering the type of product and services described in this RFP. Each client reference should include the following information:

- i.) Name and address of the client;
- ii.) Contact information for client's representative;
- iii.) Description of project, including functional purpose, goals and objectives;
- iv.) Description of products and services provided; and
- v.) Current project status (live, completed, phase, suspended, delayed, terminated) and reasons for any delays or termination.

### **Section 7.3.12 – Response to Vendor Tasks**

a.) Vendor proposals should provide a detailed plan as to how the vendor proposes to assist the MPS in providing the risk assessment validation, norming and re-design services as well as recommendations regarding offense-based overrides regarding supervision standards.

b.) Vendors should incorporate the specifications in Appendix A into their proposal and should indicate how they intend to provide each task or service identified. Vendors should also identify any elements or aspects that they deem necessary and important to the process that are not identified by the MPS in its specifications.

c.) Vendors should also provide details on the processes, approach and strategies employed in prior instances of establishing and providing similar services.

## **Section 7.4 – Pricing Proposal**

### **Section 7.4.1 – Pricing Proposal Requirements**

a.) The vendor's Pricing Proposal shall be labeled and sealed separately from the remainder of the vendor's Technical Proposal. The vendor shall include the following

items in its Pricing Proposal, the requirements which are described in the following sections:

#### Pricing Proposal

Pricing Section 1:	Pricing Proposal Transmittal Letter
Pricing Section 2:	Pricing Schedule (See Appendix D)

### **Section 7.4.2 – Pricing Proposal Transmittal Letter**

- a.) The vendor's Pricing Proposal Transmittal Letter must:
  - i.) Be signed by an employee who is authorized to legally bind the vendor to all representations and commitments made in the vendor's response.
  - ii.) Identify all products and materials included in the vendor's Pricing Proposal; and
  - iii.) Clearly state that the vendor's proposal is valid for one hundred and twenty (120) days after the submission of the proposal or, upon mutual agreement, for a specified, longer period of time.

### **Section 7.4.3 – Pricing Schedule(s)**

- a.) The vendor must complete a Pricing Schedule as part of the Pricing Proposal. Basic guidelines for the Pricing Schedule are provided in Appendix D of this RFP.
- b.) The vendor is to propose a price for all project activities, including products, materials, training and any other services being proposed. Pricing Schedule(s) shall be submitted as part of the vendor's Pricing Proposal.

### **Section 7.4.4 – General Cost Considerations**

- a.) The vendor must offer a price and cost breakdown for all products and services necessary for the proper implementation of the project. Payments will be issued in accordance with a payment schedule.

## **Section 7.5 – Proposal Evaluation**

### **Section 7.5.1 – Introduction**

This section provides a description of the evaluation process and evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important that a vendor's proposal provide appropriate details to demonstrate satisfaction of each criterion and compliance with the provisions outlined in this RFP. Failure of a vendor to submit

the information requested may result in the elimination of the proposal from further evaluation.

#### **Section 7.5.2 – Evaluation Committee**

An Evaluation Committee comprised of various MPS staff members will be established to review all qualifying vendor proposals. The evaluation Committee will be involved in each phase of evaluation as detailed in this RFP. The Evaluation Committee will be restricted from contact with any vendor outside of the parameters defined in the No Contact Policy (Attachments B), from the release date of the RFP to the end of the RFP process.

#### **Section 7.5.3 – Overall Proposal Review**

a.) The Evaluation Committee will favorably weigh vendor proposals that address requirements and tasks succinctly and completely in a direct, coherent, and clear fashion. This should include explanations of the time, resources and tasks necessary to complete any modifications that are not included in the vendor's solutions.

b.) The Evaluation Committee may determine that simple, one-word answers such as “agree”, “understood” or “acknowledge” do not provide an adequate answer. In the event that the Evaluation Committee accepts such an answer to a requirement, the vendor agrees by such answer to accept, without qualification, the MPS interpretation of the requirement as defined by the MPS.

c.) No proposal will be opened or evaluated prior to the proposal due date.

#### **Section 7.5.4 – Rejection of Proposals**

a.) The Evaluation Committee may, at any time in the evaluation period, reject a vendor's proposal if, in the sole judgment of the Committee, either the vendor or the vendor's proposal failed to adhere to the provisions of the RFP or if the vendor engages in illegal or unethical conduct or in some way improperly attempts to influence the evaluation process.

#### **Section 7.5.5 – Evaluation Process**

a.) The proposal evaluation process has been developed to ensure an impartial evaluation of all responses to this RFP and encompasses the following phases:

1. Receipt of Final Proposals by Deadline
2. Mandatory RFP Documents Compliance Review
3. Evaluation of Technical Proposal
4. Evaluation of Vendor Experience and References
5. Client Reference Checks
6. Pricing Proposal Review (inclusive of Best and Final Offers – if applicable)



b.) The results of each phase of review will be documented and filed with the RFP Manager.

c.) Please note that any time during the selection process, the MPS may request any responding vendor to provide explicit written clarification on any part of its proposal.

#### **Section 7.5.6 – Clarification of Proposal Information**

a.) At any time during the solicitation, the Evaluation Committee, at its discretion, may choose to initiate a clarification process with a vendor to refine certain aspects of its proposal. The format of this process will remain at the discretion of the Committee based upon their findings regarding the completeness of the vendor proposals.

#### **Section 7.5.7 – Review of Pricing Proposals**

a.) Pricing Proposals will not be evaluated until after the Technical Proposal evaluations are completed.

b.) The MPS and Evaluation Committee will evaluate the Pricing Proposals by taking into consideration the overall costs of all components and services identified for the entire possible duration of the contract and which proposal provides the best economic value to the MPS.

c.) In its review of the Pricing Proposals, the MPS and Evaluation Committee may take note of potential differences in the value of the various aspects of a vendor's proposal or vendor's experience level that rise above other proposals. The MPS and Evaluation Committee will also take into consideration the vendor's ability to provide the requested products and services for the price quoted in its proposal (for proposals deemed to be significantly underbid solely to obtain the contract without consideration for the vendor's true ability to deliver the products or services).

d.) Vendors must list prices for each component of the project on a Pricing Schedule (See Appendix D). Any necessary component of the project not listed with its price shall be deemed to be available to the MPS at no charge.

e.) While the lowest bidder may not be automatically selected, the proposal that achieves the goals and objectives of the MPS for this solicitation with the lowest total cost will receive higher consideration among qualifying vendors.

f.) The MPS reserves the right to request clarifications from any or all of the responding vendors after the initial pricing proposal review.

#### **7.5.8 – Clarification of Pricing Proposal**

a.) During the Pricing Proposal phase of the evaluation, The MPS and Evaluation Committee may choose to initiate a clarification process to refine certain aspects of the

Pricing Proposal. The MPS and Evaluation Committee may request written clarification of prices, a further explanation of the contents of the vendor Pricing Proposal, or a request for clarification on any aspect of the Pricing Proposal.

#### **7.5.9 – Best and Final Offers (BAFO) Option**

a.) As part of the Pricing Proposal evaluation process, the MPS, at its sole discretion, may elect to enter into a Best and Final Offers (BAFO) process with vendors. If the BAFO process is used, the pricing considerations and overall value of the Pricing Proposals under review may be re-evaluated based on the results received for the Best and Final Offer(s).

#### **7.5.10 – Vendor Selection and Contract Negotiations**

a.) The MPS and Evaluation Committee will select the vendor that is best able to provide the goods and services requested by the RFP and which also provides the best economic value to the MPS.

b.) The MPS will establish a contract negotiating team to negotiate a mutually acceptable contract with a selected vendor. If the selected vendor and the MPS's negotiating team fail to negotiate a contract, the negotiating team will suspend negotiations with the selected vendor and, following the same process, will begin negotiations with the highest ranking remaining vendor.

#### **7.5.11 – Estimated Evaluation Weighting**

a.) The evaluation weighting for the various components below have been assigned according to their importance to the MPS.

<b><u>COMPONENT</u></b>	<b><u>RELATIVE WEIGHTING</u></b>
<b>TECHNICAL PROPOSAL</b>	<b>40%</b>
Does vendor properly indicate ability to perform all tasks and Services requested by this RFP?	
<b>REFERENCES AND VENDOR EXPERIENCE</b>	<b>60%</b>
Do vendor's references and experience demonstrate superior performance to provide the services as requested by this RFP?	
<b>Total – Technical Proposal</b>	<b>Total 100%</b>

\* If Vendor Presentations are not conducted, the points otherwise allotted for Vendor

Presentations will not be calculated and final scoring and ranking will be based on Technical Proposal and References and Vendor Experience.

## **EVALUATOR BONUS POINTS**

**TBD**

In addition to the scoring structure detailed above, Evaluation Committee Members may be given a fixed amount of evaluator bonus points which can be awarded to the vendor proposal that each feels is superior to all other proposals. The bonus points can only be given to one vendor proposal and cannot be split amongst or between multiple proposals. Bonus Points may be used in each of the components listed above.

## **TOTAL – PRICING PROPOSAL\***

**TO BE EVALUATED**

\* Pricing Proposals will not be evaluated until all prior evaluation phases are completed.

### **Section 8.0 – Contract Obligations**

#### **Section 8.1 – Contract Documents**

a.) The contract awarded under this RFP will consist of the following documents\*\*, which are placed in the order of precedence:

- i.) Commonwealth Terms and Conditions;
- ii.) Standard Contract Form;
- iii.) RFP (inclusive of Attachments, Exhibits, Clarifications);
- iv.) Other Documents necessary to complete the contract (Additional Terms and Conditions, Project Plan, etc); and
- v.) Vendor's Technical and Pricing Proposals

\*\* The final contract may consist of documents not yet identified or listed in this section. The MPS reserves the right to include any such document that is necessary in order to finalize the contract resulting from this RFP.

#### **Section 8.2 – Amendment to the Contract**

a.) Any contract arising from this RFP may be amended to add additional products or services that the MPS believes are necessary and consistent with its goal of procuring the best possible services.

#### **Section 8.3 – Prime Contractor Responsibility**

a.) The MPS requires a single point of responsibility for any contract resulting from the RFP. Subcontractors, when approved by the MPS, may be used, but the vendor

selected through this RFP agrees to act as the prime contractor. The prime contractor, not the MPS, will be responsible for performance of all its subcontractors and for any payment due to liabilities incurred by any of its subcontractors in the course of their activity related to any contract resulting from this RFP.

## **Section 9.0 – Miscellaneous Provisions**

### **Section 9.1 – Availability of Funding**

a.) The contract resulting from this solicitation, and any amendment thereto, and any performance hereunder, is subject to the availability, and continued availability, of funding from the Commonwealth of Massachusetts. The determination of whether said funding is available will be solely within the judgment of the Trial Court/MPS.

### **Section 9.2 – Appropriation of Payments**

a.) Appropriations for expenditures by eligible entities of the Commonwealth (such as the Trial Court and the MPS), and authorization to spend for a particular purpose, are made on a fiscal year basis. The fiscal year of the Commonwealth is a twelve (12) month period that begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> the following calendar year. The obligations of the MPS under any contract executed with a vendor selected through this RFP shall be subject to the appropriation of funds sufficient to discharge the MPS's obligations that accrue in that fiscal year, and authorization to spend such funds for the purposes of the contract. For fiscal years following the fiscal year in which the contract is executed, the Commonwealth will not be obligated to appropriate funds for payment of the contract.

### **Section 9.3 – Review of Selected Bid**

a.) Notwithstanding Section 9.10 (Ownership, Use and Availability of Response), vendors not selected as the final vendor for the contract may opt to review the submission of the selected vendor. A vendor seeking to review the submission of the selected vendor must submit such request in writing to the MPS (see Section 7.2.2 for address) within twenty-one (21) days of the notice of contract award to the selected vendor (notice of contract award to be provided via COMMBUYS, Section 7.2.5) The selected vendor's proposal may be redacted for the purposes of protecting proprietary or confidential portions to its business practices, products, services and pricing.

b.) The MPS reserves the right to defer answers to questions regarding the status of this RFP or any response to it until a contract has been executed with the successful vendor and/or a formal Notice of Award has been released.

c.) Prior to the formal Notice of Award, the MPS is not required to provide any information in response to inquiries concerning the status of the procurement process, or other information, such as the number of vendors responding or the elimination of responding vendors, except for any information officially published via COMMBUYS.

#### **Section 9.4 – Request for MPS Evaluation Input**

- a.) A vendor may request feedback from the MPS on the evaluation of its proposal.
- b.) The request must be submitted within twenty-one (21) days of the notice of contract award to the selected vendor (notice of contract award to be provided via COMMBUYS).
- c.) The feedback provided will cover **only** the vendor's response to the RFP. The request for Evaluation Input is not a forum to debate the Evaluation Committee's decisions. This section provides the means through which a vendor may improve its response to future competitive procurements and solicitations. For that reason, the MPS will not respond to requests in which, in the sole judgment of the MPS, a vendor attempts to debate or argue the Evaluation Committee's decisions.

#### **Section 9.5 – Accuracy of RFP and Related Documents**

- a.) The MPS will not be bound by or be responsible for any explanation, interpretation or conclusions concerning this RFP except those explanations, interpretations or conclusions provided by the MPS itself through the issuance of an addendum, clarification or other document published during the RFP process.
- b.) Should a vendor find discrepancies or omissions in this RFP or any other documents provided by the MPS, the vendor should immediately notify the MPS of such potential discrepancy. Any communication relating to any discrepancies in this RFP identified by a vendor must only address the discrepancy identified and must not contain any unrelated questions, comments or other information.

#### **Section 9.6 – Addenda and Modifications to RFP**

- a.) It is the responsibility of each vendor to verify that it is in possession of the latest addenda or modifications to a solicitation for which it intends to bid. The Trial Court of the Commonwealth accepts no liability and will provide no accommodation to vendors who submit a bid based upon an out-of-date solicitation document.
- b.) Vendors may not alter the RFP or its components. Modifications to the body of the RFP specifications, terms, and conditions, or any other documents that would change the intent of the RFP, are strictly prohibited. Any modifications, other than where the vendor is prompted for a modification or alternative, may result in disqualification of the proposal.

### **Section 9.7 – Costs of Vendor Proposals to RFP**

a.) Vendors shall bear all costs associated with their proposal, including but not limited to preparation, photocopying, postage, delivery costs or any travel expenses that may be incurred during the solicitation process. No costs or expenses incurred by vendors in responding to this RFP, or by participating in the RFP process, will be borne by the MPS.

### **Section 9.8 – Firm and Irreversible Proposal Terms**

a.) The signed vendor proposal shall be considered a firm offer on the part of the vendor. All proposals (including all statements, claims, declarations, and specifications in the vendor's proposal) shall be considered firm and irrevocable for purposes of future contract negotiations unless specifically waived in writing by the MPS. The selected vendor's signed proposal to this RFP, and any relevant correspondence and other documents submitted with the response, shall be incorporated into any resulting contract.

### **Section 9.9 – Number of Proposals**

a.) Vendors may submit more than one response to this RFP. Each proposal will be evaluated as a separate submission and will be considered as a separate complete vendor proposal. Alternative submissions must be submitted as complete proposals and will not be considered as a single vendor bid.

### **Section 9.10 – Ownership, Use and Availability of Submitted Proposals**

a.) All materials submitted by vendors in response to this RFP become the property of the MPS.

### **Section 9.11 – Amendment and/or Cancellation of Procurement**

a.) The MPS reserves the right to amend or cancel this RFP at any time, if it believes that doing so is in the best interests of the MPS. The MPS may cancel this RFP at any time prior to the execution and approval of a contract, in which event all responses received in response to this RFP will be rejected.

b.) All staff members and subcontractors assigned to work on the resulting contract with the MPS, may be required to successfully complete a criminal background check (criminal offender record information – CORI), a records check and to sign a Confidentiality Statement prior to beginning work on the project regardless of their work location.

## **Section 10.0 – Appendices**

APPENDICES: Incorporated into this RFP are the following appendices:

Appendix A: SCOPE OF SERVICES:

Appendix B: MANDATORY RFP DOCUMENTS:

Appendix C: GENERAL EVALUATION CRITERIA:

Appendix D: PRICING SCHEDULE:

Appendix E: SAMPLE MANDATORY CONTRACT FORMS:

Appendix F: INSTRUCTIONS FOR SUBMITTING BID TO COMMBUYS

## **APPENDIX A**

### **SCOPE OF SERVICE**

#### **ASSESSMENT SERVICES**

The MPS selected a new risk/need assessment tool in order to provide probation officers with an evidence based tool to determine appropriate levels of supervision. In addition to the use of the risk/need assessment tool, our assessment process includes the use of separate mental health and substance abuse screeners. Following implementation of new assessment tools and supervision standards, MPS has been electronically collecting and storing ORAS-CSST/CST scores for probationers within the jurisdiction of the District, Superior and Boston Municipal Court Departments. The MPS now seeks to validate, norm and re-design, if necessary, the risk assessment tools and cut-off scores for levels of supervision. Additionally, the MPS seeks examination of individual factors and relevant scores of the assessments as an aid in future decision making. The analysis should be conducted on the entire sample and also relevant subsamples. The predictive validity of both instruments will need to be provided for males and females of the Massachusetts probation population as well as normed cutoff scores for the instruments and normed cutoff scores for each of the assessment domains contained in the ORAS-CST. After analysis, necessary changes to the instrument, including but not limited to the addition or elimination of assessment questions and/or domains, will be made. The MPS also seeks recommendations regarding supervision standards, specifically current offense-based override practices.



## **APPENDIX B**

### ASSESSMENT SERVICES

#### **MANDATORY RFP DOCUMENTS**

- i.) Commonwealth Terms and Conditions Form (“T&C”)
- ii.) Vendor Acceptance Form; and
- iii.) No Contract Policy Acknowledgement.

## ASSESSMENT SERVICES

### **VENDOR ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the vendor firm listed below. The undersigned acknowledges that all terms and conditions indicated as “mandatory” of this RFP are indeed mandatory. The undersigned agrees that the RFP will be incorporated into and made part of any contract resulting from the vendor’s proposal. The undersigned further agrees to all terms and conditions of the T&C Form and the Trial Court’s Standard Contract Form as detailed in the RFP.

Vendor: \_\_\_\_\_  
(Printed Name of Vendor Firm)

Signature of: \_\_\_\_\_  
(Duly Authorized Representative of the Vendor)

Signatory: \_\_\_\_\_  
(Printed Name & Title of Above Signatory)

Date: \_\_\_\_\_

## ASSESSMENT SERVICES

### **NO CONTACT POLICY/RESTRICTIONS ON CONTACT WITH COURT PERSONNEL**

1. I/We agree to not have oral or written communication regarding the MPS's Risk Needs Assessment Validation Services RFP outside the parameters specified in the RFP with any Trial Court employees or any other employee of the Commonwealth of Massachusetts.
2. No vendor presentation or vendor proposals shall be presented to any employee of the Trial Court who is involved directly or indirectly in the evaluation process regarding the RFP, except as permitted in the RFP.
3. All telephone call, e-mails, written and oral inquiries regarding the RFP process and its contents shall be handled as defined in the RFP.
4. Any requests for exceptions to this policy must be approved in writing by the Evaluation Committee.
5. This No Contact Policy is effective immediately. Any deviation from this Policy may lead to the disqualification of the vendor and person(s) involved from any further role in this RFP process.

**By my signature below, I/We acknowledge that I/We have read, understood and accept the terms of this No Contact Policy.**

Vendor's Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C

### ASSESSMENT SERVICES

#### **PRICING SCHEDULE**

a.) Vendor is to provide a complete breakdown of the costs and manner of calculation (e.g., per day, per item, flat fee etc.), for all aspects of the tasks and services proposed by the vendor in its Technical Proposal.

**NOTE: Costs that are not specifically identified in the vendor's proposal will not be compensated under any contract awarded pursuant to this RFP.**

#### **Prompt Payment Discounts ("PPD")**

Commonwealth payments are issued through electronic funds transfer forty-five (45) days from invoice receipt. Vendors requesting accelerated payments must identify a PPD in their Pricing Schedule as follows:

Payment issued within 10 days \_\_\_\_\_% PPD;

Payment issued within 15 days \_\_\_\_\_% PPD;

Payment issued within 20 days \_\_\_\_\_% PPD;

Payment issued within 30 days \_\_\_\_\_% PPD.

Vendor agrees to standard 45 day cycle \_\_\_\_\_ (NO PPD)

## **APPENDIX D**

### **ASSESSMENT SERVICES**

#### **SAMPLE MANDATORY CONTRACT FORMS\***

- i.) Commonwealth of Massachusetts Standard Contract Form (and all related attachments, addenda and exhibits);
- ii.) Electronic Funds Transfer (“EFT”) Sign Up Form;
- iii.) Verification of Taxation Reporting Information (W-9) – Massachusetts Substitute W-9 Form (“W-9”); and
- iv.) Contractor Authorized Signatory Listing (“CASL”) Form

\*The mandatory contract forms are samples being provided for review and are not to be completed as part of the vendor’s proposal. Additional contract documents may be necessary for the proper negotiation and implementation of the contract resulting for this solicitation. The MPS reserves the right to include whatever documents may be necessary to properly effectuate and implement the contract. The vendor will be provided said additional documents as soon as is practicable.

## APPENDIX E

### ASSESSMENT SERVICES

#### **INSTRUCTIONS FOR VENDORS RESPONDING TO BIDS ON COMMBUYS**

COMMBUYS refers to all solicitations, including but not limited to Requests for Proposals (RFP), Invitations for Bid (IFB), Requests for Response (RFR), and Requests for Quote (RFQ), as “Bids”. All responses to Bids are referred to as “Quotes”

##### Steps for Bidders to Submit a Quote

1. Launch the COMMBUYS website by entering the URL ([www.COMMBUYS.com](http://www.COMMBUYS.com)) into the browser
2. Enter Bidder login credentials and click the Login button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS in order to submit a Quote.  
Each Vendor has a COMMBUYS Seller Administrator, who is responsible for Maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor homepage displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents Assigned to your role are easily accessed and viewed.
4. Click on the Bids tab.
5. Clicking on the Bid tab opens four sections:
  - a. Request for Revision
  - b. Bids/Bid Amendments
  - c. Open Bids
  - d. Closed Bids
6. Click on the blue Open Bid hyperlinks to open and review an open bid.
7. A new page opens with a message requesting you acknowledge receipt of the bid. Click Yes to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments/updates concerning this bid.
8. After acknowledgement, the bid will open.  
The top left half of the page contains the following information:
  - a. Purchaser
  - b. Department
  - c. Contact for this bid
  - d. Type of Purchase
    - i.) Open Market

- ii.) Blanket
- e. Pre-Bid Conference details (if applicable)
- f. Ship-to and Bill-to addresses
- g. Any attachments to the bid, which may include essential bid terms, response forms, etc.

The top right half of the bid includes the following information:

- h. Bid Date
  - i. Required Date
  - j. Bid Opening Date-date the bid closes and no further quotes will be accepted
  - k. Informal Bid Flag
  - l. Date goods/services are required
9. The lower half of the page provides information about the specific goods/ services the bid is requesting.
  10. Click Create Quote to begin.
  11. The General tab for a new quote opens. This page is populated with some information from the bid. Fields available to update include:
    - a. Delivery Days
    - b. Shipping Terms
    - c. Ship via Terms
    - d. Is “no” Bid – select if you will not be submitting a quote for this bid
    - e. Promised Date
    - f. Info Contact
    - g. Comments
    - h. Discount Percent
    - i. Freight Terms
    - j. Payment Terms

It is important to note that the bid documents (RFP and attachments) may specify some or all of these terms and may prohibit you from altering these terms in your response. Read the bid documents carefully and fill in only those items that are applicable to the bid to which you are responding. Update these fields as applicable to the bid and click Save & Continue to save any changes and create a Quote Number.

12. The page refreshes and messages display. Any message in Red is an error and must be resolved before the quote can be submitted. Any message in Yellow is only a warning and will allow processing to continue.
13. Click the Items tab. The items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
14. The item opens. Input all of your quote information and click Save & Exit.

15. Click on the Attachments Tab. Follow the prompts to upload the name all required attachments, forms and bid documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click Save & Continue. After you have uploaded all required documents click Save & Exit. Be sure to review your attachments to make sure each required document has been submitted.
16. Click on the Terms & Conditions Tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote can be submitted. If your acceptance is subject to any exceptions, those exceptions must be identified here. Exceptions cannot contradict the requirements of the RFP, or required Commonwealth standard forms and attachments for the bid.
17. Click the Summary tab. Review the information and update/correct, as needed. If the information is correct, click the Submit Quote button at the bottom of the page.
18. A popup window displays asking for verification that you wish to submit your quote. Click OK to submit the quote.
19. The Summary tab redispays with an updated Status for the quote of Submitted.
20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the COMMBUYS Help Desk at [COMMBUYS@state.ma.us](mailto:COMMBUYS@state.ma.us).

If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: (1) for a formal bid, prior to the bid opening date, or (2) for an informal bid (which may viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever comes first.

Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote Submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.